

EXHIBIT "6"

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AF FILER [optional]

B. SEND ACKNOWLEDGMENT COPY TO: (Name and Address)

OHIO SAVINGS BANK
 6900 E. Camelback Rd., Suite 200
 Scottsdale, AZ 85251
 Attn: Mary Louise Garcia

05-7043385015**09/26/2005 17:00****FILED**CALIFORNIA
SECRETARY OF STATE

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UCC 1 FILING

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR
1a. ORGANIZATION'S NAME
Ashby USA, LLC

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

c/o Fiesta Development, 470 East Harrison Street

CITY

Corona

STATE

CA

POSTAL CODE

92879

COUNTRY

1d. TAX ID #, SSN OR EIN

ADDNL INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

limited liability company

1f. JURISDICTION OF ORGANIZATION

California

1g. ORGANIZATIONAL ID #, if any

 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR
2a. ORGANIZATION'S NAME

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID #, SSN OR EIN

ADDNL INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

limited liability company

2f. JURISDICTION OF ORGANIZATION

California

2g. ORGANIZATIONAL ID #, if any

 NONE

3. SECURED PARTY'S NAME (BY NAME OF TOTAL ASSIGNEE OF ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

OR
3a. ORGANIZATION'S NAME
Ohio Savings Bank

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

1801 East Ninth Street, Suite 200

Attn: EVP Commercial/Construction Lending Dept.

Mail Code: OH99-0204

CITY

Cleveland

STATE

OH

POSTAL CODE

44114

COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

Please see Exhibits "A" and "B" attached and incorporated by this reference

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum <input type="checkbox"/> If applicable	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) <input type="checkbox"/> (ADDITIONAL FEE) <input type="checkbox"/> (optional)	All Debtors	Debtor 1	Debtor 2		
8. OPTIONAL FILER REFERENCE DATA						

FILING OFFICE COPY -- NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

EXHIBIT "A" TO UCC-1 FINANCING STATEMENT

Debtor: ASHBY USA, LLC, a California limited liability company

Secured Party: OHIO SAVINGS BANK, a federal savings bank

Continuation of
Item No. 4:

All rights, interest and estates of Debtor in the following property whether now owned or hereafter acquired (the "Trust Property"):

- (a) The land described in Exhibit "B" attached hereto (the "Land"), which shall be developed to contain an estimated One thousand one hundred two (1,102) detached single family residential building sites (each such site is referred to herein as a "Sublot" or a "Lot"), together with all buildings, structures, additions, improvements, facilities, fixtures and other property, now or hereafter located in, upon or under, or based at, such Land (the "Premises");
- (b) All easements, rights of way or uses, licenses, privileges, franchises, servitudes, tenements, hereditaments and appurtenances now or hereafter belonging or in any way appertaining thereto, including, without limitation, all right, title and interest of Debtor in any street, alley, or sidewalk, open or proposed, and in front of, adjoining, adjacent or contiguous thereto, and all rights and estates in reversion or remainder;
- (c) Subject to the rights of Secured Party, all leases, rentals, revenues, payments, repayments, income, charges, moneys, issues and profits thereof;
- (d) The proceeds from any insurance or condemnation award pertaining thereto, or compensation in lieu thereof, including, but not limited to, any award or compensation for the alteration of the grade of any street or any other injury to, or decrease in the value of, the Trust Property;
- (e) All of Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like, all sewer taps, permits and allocations, and all agreements for utilities, bonds, sureties and the like, relating to the Premises or appurtenant facilities erected or to be erected upon or about the Land;
- (f) All contracts and other agreements for the sale of any of the Trust Property or any part thereof or interest therein, now or hereafter entered into by Debtor, and all right, title and interest of Debtor thereunder, including, without limitation, all right, title and interest of Debtor in cash or securities deposited thereunder to secure the performance by the contract purchasers of their obligations thereunder, and including, without limitation, the right to receive and collect the proceeds thereof, and further including, without limitation, the rights of Debtor under the certain Option Agreement and Agreement for Purchase and Sale of Real Property and Escrow Instructions dated as of July 11, 2005 between Debtor as optionor and KB Home Coastal Inc., a California corporation;;

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(g) All of Debtor's rights, powers and privileges (but not the burdens and obligations) under any construction contract or architect's (or engineer's) agreement now or hereafter entered into by Debtor relating to the Trust Property, and all bonds and surety agreements related thereto;

(h) All contracts and other agreements, if any, relating to the sale, lease, brokerage, development, management, maintenance and/or operation of the Trust Property (or of any part thereof or interest therein) or otherwise pertaining thereto, including, without limitation, franchise agreements;

(i) All rights of Debtor under any commitment for any other loan secured by the Trust Property or any part thereof or interest of Debtor therein;

(j) All right, title and interest of Debtor in all tradenames, trademarks and/or servicemarks hereinafter used in connection with the Trust Property, and all contract rights and contracts, franchise agreements, general intangibles, actions and rights of action, accounts, deposit accounts, instruments, letter of credit rights, supporting obligations, investment property, documents, chattel paper, deposits, prepaid expenses, permits, and licenses, owned by Debtor and used in connection with or related to the Trust Property or in the possession or control of Secured Party, specifically including, but not limited to, all rights of Debtor (including contract rights, cash, accounts, accounts receivable, and rights to payment) arising from the certain Acquisition Agreement to be entered into by and between Debtor and the Temecula Public Financing Authority, a joint exercise of powers authority organized and existing under the laws of the State of California;

(k) All machinery, apparatus, equipment, fittings, fixtures, inventory, appliances, furniture and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon said Premises or any part thereof, owned by Debtor and used or useable in connection with any present or future operation of said Premises (herein collectively called "Equipment"), including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, communications, air-conditioning and air-cooling equipment or apparatus, engines, pipes, pumps, tanks, motors, conduits, switchboards, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors, and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any conditional bill of sale, chattel mortgage or security interest superior to the lien or security interest established by this Deed of Trust;

(l) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(m) All proceeds, additions, replacements and substitutions of and to any of the foregoing.

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EXHIBIT "B"

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EXHIBIT "B" TO UCC-1 FINANCING STATEMENT

Debtor: ASHBY USA, LLC, a California limited liability company

Secured Party: OHIO SAVINGS BANK, a federal savings bank

LEGAL DESCRIPTION OF THE LAND

Real property in the City of Temecula, County of Riverside, State of California, described as follows:

PARCEL A:

LOTS 7 THROUGH 11 AND LETTERED LOTS "I", "J" AND "L" OF TRACT 29353-2, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 342 OF MAPS, PAGE(S) 73 THROUGH 85, INCLUSIVE, RECORDS OF SAID COUNTY.

APN: 958-260-013 THROUGH 017 AND 958-260-019 THROUGH 021

PARCEL B:

SECTION 21, TOWNSHIP 7 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF TEMECULA ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

ALSO EXCEPTING THEREFROM ALL THOSE PORTIONS CONVEYED TO THE CITY OF TEMECULA BY DEED RECORDED MAY 22, 2003 AS INSTRUMENT NO. 03-371374 OF OFFICIAL RECORDS RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM ALL OF TRACT 29353-2, AS PER MAP RECORDED IN BOOK 342 OF MAPS PAGES 73 THROUGH 85 INCLUSIVE RECORDS OF SAID COUNTY.

APN: 958-260-022 (PREVIOUSLY A PORTION OF 958-260-011)

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